

ORDER FOR SUPPLIES OR SERVICES

PAGE 15 OF 15
15/10/01

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 12 Sep 2001	2. CONTRACT NO. (if any)	6. SHIP TO: ES595		
3. ORDER NO. CPSC-A-01-1179	4. REQUISITION/REFERENCE NO. N/01/4400/019/1179	a. NAME OF CONSIGNEE CONSUMER PRODUCT SAFETY COMM.		
5. ISSUING OFFICE Address correspondence to: CPSC US CONSUMER PRODUCT SAFETY COMM DIVISION OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA, MD 20814-4408 DODIE B KESSLER (301) 504-0444		b. STREET ADDRESS DIRECTORATE FOR ENGINEERING SCIENCE 4330 EAST WEST HIGHWAY ROOM 611		
		c. CITY BETHESDA	d. STATE MD	e. ZIP CODE 20814-4408
		f. SHIP VIA		


7. TO: 00014162	TIN:	8. TYPE OF ORDER	
a. Name of Contractor WORCESTER POLYTECHNIC INSTITUTE		a. PURCHASE REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
b. Company Name			
c. Street Address WORCESTER POLYTECHNIC INSTITUTE 100 INSTITUTE ROAD			
d. City WORCESTER	e. State MA	f. Zip 01609-2280	

9. ACCOUNTING AND APPROPRIATION 01 EXOB-PS 4400.00 0122662 25.2109	BOC:	OBLIGATED AMT: \$5,000.00	10. REQUISITIONING OFFICE 4400.00 - ES
---	------	---------------------------	---

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED
12. F.O.B. POINT DESTINATION		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE 18 Dec 2001
13. PLACE OF a. INSPECTION BETHESDA, MARYLAND		b. ACCEPTANCE BETHESDA, MARYLAND	16. DISCOUNT TERMS 00.00% 0 Days Net 30

17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT. (g)
0001	COOPERATIVE AGREEMENT THIS IS A COOPERATIVE AGREEMENT BETWEEN THE CONSUMER PRODUCT SAFETY COMMISSION AND THE WORCESTER POLYTECHNIC INSTITUTE FOR THE INTERACTIVE QUALIFYING PROJECT FOR TRANSITIONS IN THE	1	LT	NTE 5,000.00	5,000.00	

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:			
a. NAME CONSUMER PRODUCT SAFETY COMM			17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) ACCT OFFICER DIV OF FIN MGMT ROOM 522 WASHINGTON, DC 20207			
c. CITY (301) 504-0018	d. STATE	e. ZIP CODE	

22. UNITED STATES OF AMERICA BY (Signature)  9/12/01	23. NAME (Typed) DONNA HUTTON (TITLE CONTRACTING/ORDERING OFFICER)	(301) 504-0444/1421
AUTHORIZED FOR LOCAL REPRODUCTION		OPTIONAL FORM 347 (REV. 6/95)
Previous edition not usable		Prescribed by GSA/FAR 48 CFR 53.213(e)

ORDER FOR SUPPLIES OR SERVICES - Continuation

PAGE 2 OF PAGES 15

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

12 Sep 2001

CONTRACT NO. (if any)

ORDER NO.

CPSC-A-01-1179

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT. (g)
	DESIGN OF JUVENILE PRODUCTS, IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK.					

**Cooperative Agreement
Between the
Consumer Product Safety Commission
and the Worcester Polytechnic Institute**

**INTERACTIVE QUALIFYING PROJECT
TRANSITIONS IN THE DESIGN OF JUVENILE PRODUCTS**

I. BACKGROUND

The Engineering program at Worcester Polytechnic Institute (WPI) requires students to participate in an Interactive Qualifying Project (IQP) in order to graduate. The projects undertaken in the IQP program expose technical students to research involving technology and the societal implications of such technology. A small team of students will co-locate for a seven-week term at CPSC to conduct a student research project that investigates the safety implication of transitions in the design and manufacture of juvenile products.

As global manufacturing capabilities become increasingly complex and integrated, the designs of products change. Many products employ plastics in the manufacture of components that have traditionally been made of metals. Some products are merged with related products so that the new designs have multi-functional characteristics. These trends are noticeable in the designs of products intended for use by babies and young children, including strollers, car seats, baby carriers, furniture, and other products.

Juvenile products, by the very nature of their intended users, are directed toward a vulnerable population. The safety concerns of these products require more care and understanding of the behavioral and physiological vulnerabilities of their users than may be the case for more general product designs. The design, labeling, and limitations-on-use requirements embodied in the numerous mandatory regulations and voluntary standards for these products have developed empirically. That is, unfortunate experiences have led to the development of many design practices for juvenile products. In many or most cases, these limitations are based upon assumptions of the materials employed and of the characteristics of single-function designs. When manufacturing advances or marketing demands result in fundamental, but subtle changes in design, hazard may be introduced, or re-introduced, into these products.

For example, stroller designs have produced hazards due to collapsing structures, in many cases as a result of inadequate stiffness of the lightweight metal components. Over time, potential sources of this hazard have become known, and designs and standards have addressed them. When a manufacturer decides to substitute a plastic material for the metal in these components, though, the properties of the plastic may result in wear-related softness or deformation that can result in collapse.

As another example, marketing actions have resulted in the design and manufacture of combination car seat/infant carriers, to ease the movement of babies and reduce the number of products involved. The designs of both these original products developed over a number of years, however, and hazards have been addressed separately. When the two products are combined into a single multi-use design, new hazards may appear. These products have become more complex and may increase the possibility of human error when assembling or transforming from one use to the next. In some examples of car seat/infant carriers, the handle, which is upright as a carrier but folded as a car seat, may collapse. This collapse has spilled a number of infants onto the pavement while they were being carried in the carrier mode. Another popular multi-use design attaches an infant carrier to a stroller to effectively create an infant stroller. However, if the stroller collapses, the infant carrier often flips and falls to the ground upside down. Attachment of the infant carrier to the stroller is also susceptible to user misassembly which again may result in flipped carriers landing on the ground upside down. Serious head injuries such as skull fractures have been documented with the introduction of this multi-use product hazard pattern.

II. OBJECTIVE

The objective of the IQP is to provide an analysis of the available information on transitional changes in the design and manufacture of juvenile products, resulting in a set of recommendations for staff use in planning a possible future project.

III. STATEMENT OF WORK

IQP Proposal The IQP will lay the groundwork for the staff project, and successful completion will substantially reduce the amount of staff effort needed for the preliminary phases of work.

a. General Information

1. WPI shall provide a group of four (4) students for a period of seven weeks, totaling about 1,100 person-hours of effort. The student team shall be responsible to WPI faculty members who provide advice and monitor progress. WPI shall maintain a center for the students, and provide the students housing while in the Washington metro area.
2. The IQP team will:
 - a) Develop all possible sources of preliminary data and information outside of CPSC, including consumer groups, manufacturers, insurance sources, and medical organizations.
 - b) Identify and assemble all applicable information from CPSC's own data sources, including Compliance cases (recalls and corrective actions), National Electronic Injury Surveillance System data, and In-Depth Investigation Reports.
 - c) Obtain information that will allow prediction of emerging trends in the design and manufacture of juvenile products.
 - d) Analyze all the available information to determine the need for possible standards activities to redefine requirements for the design of juvenile products.
 - e) Analyze the available information to allow discussion of peripheral safety issues associated with juvenile product design, or with other products that may experience similar transitions in design and manufacturing technology.
3. The preceding list is not definitive, nor is the project intended to be limited to this scope of work. This project is intended to be open-ended and not fully defined at the outset. The IQP team is expected to take the basic idea and expand upon it both in scope and detail, making adjustments as necessary as the work progresses. It is necessary, however, for the project's results and recommendations to meet CPSC's needs as the preliminary effort supporting a possible staff project.
4. Members of the staff are available for consultation on all topics as necessary, but the IQP team is required to take the initiative in defining and executing the project. The team is expected to take full advantage of the resources of the Washington, D.C. area in performing this work, including spending substantial time and effort outside CPSC's offices in gathering such information. In addition to preparing a written report as required by WPI, the IQP team will conclude the project with a formal presentation before the CPSC Commissioners, staff, and invited outside parties.
5. The student team shall attend two seven-week terms for the IQP project. The first seven-week term at the WPI Washington Project Center and the second seven-week term at CPSC's Headquarters Office located in Bethesda, Md. as follows:

a. First Seven-Week Term

During the first seven-week term, the student team shall attend classes at the WPI location and perform the following:

- 1) The student team shall communicate orally and in writing with the CPSC

Project Officer via telephone calls and letters. The WPI student team may also communicate via the facsimile machine, or e-mail, as needed. The CPSC Project Officer will provide guidance and review of the project.

- 2) The student team shall become familiar with CPSC operations, background, and the requirements of the project while attending classes at WPI.
 - 3) The student team shall review the project and perform a literature search.
 - 4) The student team shall identify key sources of information and make some initial contacts as appropriate to facilitate interviews to be conducted during the second seven-week term.
 - 5) The student team shall identify and interview individuals and organizational elements of CPSC as appropriate to assist in the performance of the project.
 - 6) The student teams shall interview individuals and groups outside CPSC that could provide guidance in understanding the technical issues involved in the project. If the team intends to interview more than nine (9) parties, they should consult with the CPSC Project Officer.
6. The students shall develop and deliver a draft study plan by October 26, 2001 which includes scheduling plans and a preliminary outline of the final report to CPSC Project Officer for review and comment, and approval/disapproval at CPSC Headquarters office in Bethesda, MD. The CPSC Project Officer will review the draft study plan and make comments/recommendations within five (5) calendar days after receipt.
 7. Within seven (7) calendar days after receipt of CPSC Project Officers review/comment/recommendations of the draft study plan, the student team shall submit a final study plan to the CPSC Project Officer by November 9, 2001.

b. Second Seven-Week Term

The WPI student team shall work on the IQP project at CPSC Headquarters Office located in Bethesda, Maryland. This will allow the WPI student team the fullest interaction with the CPSC staff and CPSC resources.

- 1) The WPI student team shall attend weekly review sessions to be held with the faculty advisors, as well as continuing interaction with the CPSC staff to maintain proper technical direction in the study. The WPI faculty advisors will be located within the Washington DC metro area, and will work out of WPI's Washington, D.C. Project Center.
- 2) The student team shall attend a meeting with the CPSC Project Officer located at CPSC Headquarters in Bethesda, Maryland on October 26, 2001.
- 3) Continue to identify and interview individuals and organizational elements of CPSC as appropriate to assist in defining and reviewing the project tasks.
- 4) Continue to identify and interview individuals and organizational elements

outside of CPSC as appropriate to assist in the performance of the project.

- 5) The WPI student team shall prepare and deliver a draft final report for review and comment by the CPSC Project Officer on December 7, 2001. The WPI student team shall deliver the final report which shall be presented upon completion of the project at the end of the second seven-week term on December 18, 2001.
- 6) Upon completion of the project, the WPI student team shall make a formal public presentation of their results to the CPSC staff, the CPSC Project Officer, interested outsiders, and the public. The presentation will be held in the CPSC Headquarters Hearing Room on December 18, 2001. The student team shall deliver the final report to the CPSC Project Officer at the end of the presentation.

IV. REPORTING REQUIREMENTS

The Contractor shall submit the following reports to the CPSC Project Officer, with a copy of the cover letter to the Contracting Officer:

a. Oral/Written Reports

1. The WPI students shall communicate by telephone, facsimile, and letter as needed with the CPSC Project Officer.
2. The WPI student team shall perform a presentation orally explaining the results of their study.

b. Draft and Final Reports

1. Format - the report shall be in the following format:

- a) Typed cover
- b) Typed binder
- c) Table of contents
- d) Size - 8.5 x 11.5
- e) Typewritten & reproducible
- f) Provide information concerning

- 1) the contract pursuant to which the report is prepared and
- 2) the name of the Contractor preparing the report pursuant to such contract.

2. Content - the report(s) shall contain the following:

- a) Project Outline/Study Plan. The plan shall define the project, including time-line scheduling details, preliminary outline of the report and preliminary contacts for information requests.
- b) Final Report. The final report shall contain the final conclusions and detail the results of the project.

V. REVIEW AND ACCEPTANCE OF DELIVERABLES

- a. The CPSC Project Officer will review all materials submitted for approval within five (5) calendar days after date of receipt.
- b. Acceptance/rejection by the CPSC Project Officer will be transmitted to the Contractor, in writing, within five (5) calendar days after review of services/materials.
- c. Acceptance/rejection will be based on conformance with Section III., STATEMENT OF WORK.
- d. Upon submission of any contract deliverable, including reports specified in Section IV, REPORTING REQUIREMENTS, the Contractor shall submit to the Contracting Officer a copy of the dated cover letter transmitting such deliverable.

VI. DELIVERY OR PERFORMANCE SCHEDULE

a. Time of Delivery

The following items shall be delivered or performed in accordance with the following schedule:

Item	Quantity	Delivery/Performance
1. Oral/Written Reports (See Section III.b.1. and Section IV.a.)	as needed	as needed or specified by the CPSC Project Officer.
2. Meeting to Deliver the Draft Study Plan including literature search at CPSC (See III.a.4.)	1 each	By October 29, 2001.
3. Review Sessions (See Section III.b.1.)	14 each	Weekly with the faculty Advisors
4. Final Study Plan (See III.a.5.)	1 copy	By Nov. 9, 2001
5. Draft Final Report (See Section III.b.5. and IV.b.)	1 each	By Dec. 7, 2001
6. Final Report (See III.b.5. and IV.b.)	1 copy and 1 original	By Dec. 18, 2001
7. Presentation of Final	1 each	By Dec. 18, 2001

Results for CPSC's
Staff, Project Officer,
Interested Parties, and
the public.
(See III.b.4.
and IV.a.)

VII. PLACE OF DELIVERY OR PERFORMANCE

- a. Items specified in VIII. above, DELIVERY OR PERFORMANCE, shall be mailed to the following address:

U.S. Consumer Product Safety Commission
Directorate for Engineering Sciences, Room 611
4330 East West Highway
Washington, D.C. 20207
Attn: Roy W. Deppa
Project Officer

or hand delivered to:

U.S. Consumer Product Safety Commission
Directorate for Engineering Sciences, Room 611
4330 East West Highway
Bethesda, Maryland 20814
Attn: Roy Deppa
Project Officer

- b. A copy of the cover letter transmitting the above shall be submitted to the Contracting Officer at the following address:

U.S. Consumer Product Safety
Division of Procurement Services, Room 517
Washington, D.C. 20207
Attention: Dodie B. Kessler
Contract Specialist

VIII. PERIOD OF PERFORMANCE

The period of performance shall begin on the effective date of this Agreement and all work shall be completed by December 18, 2001. If either party requests any changes/modifications to the requirements, or an extension of time for this agreement, the request must be in writing addressed to the Contracting Officer. A modification to the Cooperative Agreement must be signed by the Contracting Officer and an official representative of WPI. However, if either party desires to terminate this Agreement, a written notice to the other party shall be forwarded and received within thirty (30) calendar days in advance of the desired termination date.

IX. PROJECT OFFICER DESIGNATION

- a. Roy W. Deppa, of the Directorate for Engineering Sciences has been designated as the

Government's Project Officer. This individual may be reached at (301) 504-0494, extension 1306.

b. The Project Officer is responsible for:

1. Monitoring the technical progress, and
2. Performing technical evaluation as required, assisting the Grantee in the resolution of technical problems encountered during performance.

c. The Project Officer is not authorized to and shall not:

1. Make changes in the scope of work, schedules, and/or specifications to meet changes and requirements,
2. Direct or negotiate any change in the terms, conditions, or amounts cited in the Agreement, and
3. Take any action that could commit the Government or could lead to a claim against the Government.

X. KEY PERSONNEL

a. The following individuals have been identified as key personnel for performance under this contract:

NAME

TITLE

David DiBlasio

Director of WPI's
Washington Project Center

b. The personnel specified in the schedule of this contract are considered to be essential to the work being performed hereunder. If these individuals are unavailable for assignment for work under the contract, or it is anticipated that their level of involvement will be significantly different from the negotiated level, the Contractor shall immediately notify the Contracting Officer and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. Prior to substitution of key personnel, the Contractor shall obtain the written consent of the Contracting Officer as to the acceptability of the succeeding personnel: Provided, that the Contracting Officer may ratify in writing such substitution and such ratification shall constitute the consent of the Contracting Officer required by this clause.

XI. FUNDING

In this Cooperative Agreement, as a part of the total estimated cost of \$59,276, CPSC will contribute \$5,000.00 to WPI to assist in funding of the project. All Government funds not expended in furtherance of this project shall remain the property of CPSC and shall be returned to CPSC. At the conclusion of the project, WPI shall provide CPSC with a report of expenditures.

XII. BILLING INSTRUCTIONS

- a. Pursuant to the Prompt Payment Act (P.L. 97-177), all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period.
- b. To assure compliance with the Act, vouchers and/or invoices shall be submitted on SF 1034 and Continuation Form 1035 (or any acceptable form of the Contractor's choosing) in ORIGINAL AND FOUR (4) copies. As a minimum, each invoice shall include:
 - 1. The name of the business concern.
 - 2. The voucher/invoice number and date.
 - 3. The agreement number, task order number, and any other authorization for delivery.
 - 4. Accounting and appropriation data.
 - 5. Description, price, and quantity of goods or services actually delivered.
 - 6. Labor hours billed by labor category (if applicable).
 - 7. Other direct costs, with sufficient detail to determine allowability and acceptability of charges (if applicable).
 - 8. Travel costs, with applicable receipts and adequate detail to permit review/approval of costs (if applicable).
 - 9. Shipping cost terms (if applicable).
 - 10. Payment terms.
 - 11. Other substantiating documentation or information as specified in the contract or purchase order.
 - 12. Name, where practicable, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- c. Invoices not submitted in accordance with the above-stated minimum documentation may not be processed for payment until complete documentation is received.
- d. Vouchers/invoices shall be sent to:

Ms. Cecilia R. Smith, Agency Payment Officer
Accounting Operations
Consumer Product Safety Commission
Room 522
Washington, D.C. 20207
(Phone: 301-504-0018 Ext. 1137)

- e. Inquiries regarding payment should be directed to the above-named payment officer. Problems related to the late payment of an invoice should be directed to:

Ms. Deborah Peebles Hodge, Prompt Payment Contact
Division of Financial Management
Consumer Product Safety Commission
Room 522
Washington, D.C. 20207
(Phone: 301-504-0018 Ext. 1132)

- f. SF 1034 and 1035 forms will be furnished by CPSC, Division of Procurement Services, upon request of the Contractor.

XIII. METHOD OF PAYMENT

- a. Effective July 26, 1996, all vendors receiving federal payments under new purchase orders, delivery orders, and contracts or new modifications to existing purchase orders, delivery orders, and contracts will be paid by electronic funds transfer (through the Automated Clearing House (ACH)). After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payments, and shall submit this designation to the Accounting Officer designated in G.3.d.
- b. The Contractor shall provide the following information:
 1. Routing transit number of the financial institution receiving payment.
 2. Number of account to which funds are to be deposited.
 3. Type of depositor account ("C" for checking, "S" for savings).
 4. If the Contractor is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed. A copy of this form may be obtained by contacting the Accounting Officer on (301) 504-0018.
- c. In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.
- d. The documents furnishing the information required in this clause must be dated and contain the signature, title and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.
- e. Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

XIV. APPROPRIATION DATA

Funding for this Cooperative Agreement shall be chargeable to the following accounting and appropriation data:

01 EXOB-PS 4400.00 01922662 25.2109

XV. GOVERNMENT FURNISHED MATERIALS/EQUIPMENT/SUPPORT

- a. The Government shall furnish to the WPI for use in connection with this Agreement the materials and equipment set forth below:
 1. Office space, telephone, and access to word processing support (desktop computer).

2. Access to word processing, spreadsheet, and Database programs as needed.
 3. A liaison to guide students and faculty on the progress of the project (typically not more than five (5) hours per week.
 4. Clerical support.
- b. All materials provided hereunder are for exclusive use in performance of this Agreement. Any such material not expended in performance of this Agreement shall be returned to CPSC upon completion of the Agreement.
 - c. All other material and equipment required in the performance of this Agreement shall be furnished by the WPI.

XVI. DISCLOSURE OF INFORMATION

- a. The WPI shall submit to the Commission any report, manuscript or other document containing the results of work performed under this Agreement, before such document is published or otherwise disclosed to the public, to assure compliance with Section 6(b), of the Consumer Product Safety Act (15 U.S.C. 2055(b), Commission regulations (16 C.F.R. Part 1101), and a Commission directive (Order 1450.2). These provisions restrict disclosure by Commission Grantees of information that (1) permits the public to identify particular consumer products or (2) reflects on the safety of a class of consumer products. Prior submission allows the Commission staff to review the information and comply with applicable restrictions. CPSC should be advised of the WPI's desire to submit or publish an abstract or a report as soon as possible.
- b. Any publication of or publicity pertaining to, the relevant documents shall include the following:

"This project (study) (report) has been (partially) funded with federal funds from the United States Consumer Product Safety Commission under agreement number CPSC-A-01-1179. The content of this publication does not necessarily reflect the views of the Commission, nor does mention of trade names, commercial products, or organizations imply endorsement by the Commission."
- c. In accordance with Section 5.(d) of the Consumer Product Safety Act, 15 U.S.C. 2054(d), WPI agrees that the rights to all information, uses, processes, patents, and other developments resulting from this Cooperative Agreement will be made available to the public without charge on a nonexclusive basis. However, nothing in this subparagraph shall be construed to deprive any person of any right which he may have had, prior to entering into this Agreement. In addition, 35 U.S.C. 200-211 and 37 CFR Part 401, specifically permit small business firms and nonprofit organizations to retain, in most cases, exclusive commercial rights to inventions made with Commission support.

XVII. REPORTS - PROTECTION OF PERSONAL AND PROPRIETARY RIGHTS

The contents of all reports submitted to the Commission under this agreement may be made available to the public. Therefore, the WPI agrees to clearly and conspicuously mark any public disclosure of which, to the

knowledge or reasonable belief of the WPI, would be an invasion of personal privacy or a violation of proprietary rights, in order that such information may be readily identified and deleted before the report is released to the public.

XVIII. HANDLING OF CONFIDENTIAL INFORMATION

- a. If the WPI obtains confidential business information about any company in connection with performance of this agreement, either from the CPSC or from the other company itself, the WPI agrees that it will hold the information in confidence and not disclose it either to anyone outside the CPSC or to any WPI employee not involved in performance of this agreement. At the completion of performance of this agreement, the WPI shall return any confidential information, obtained as described above, either to its owner or to the CPSC.
- b. No such information shall be retained by the WPI. Furthermore, the WPI agrees not to use any such confidential business information for any purpose other than performance of this agreement.
- c. The WPI shall maintain confidential business information obtained as described in this article in a safe or locked file cabinet to which only employees performing work under this agreement shall have access. A log shall be maintained to reflect each entry to the safe or cabinet.
- d. The WPI shall provide to the CPSC Division of Procurement Services, and keep current, a list of employees to execute an affidavit as set forth in Attachment A, Affidavit of Nondisclosure; the original and one copy of each affidavit shall be sent to the CPSC Contracting Officer.
- e. A site inspection of the WPI's security measures for confidential information may be performed by the CPSC Project Officer prior to award and periodically during performance as deemed necessary by the CPSC Project Officer may be a prerequisite to award.

XIX. RIGHTS IN DATA

- a. The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this agreement. The term includes graphic or pictorial delineation's in media such as drawings or photographs; text in specifications or related performance or design type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, motion pictures with or without accompanying sound, motion picture scripts, musical compositions, sound tracks, translations, survey reports, research or study reports, instruction manuals, and related information. The term does not include financial reports, cost analyses, and similar information incidental to agreement administration.
- b. All "subject data" first produced in the performance of this agreement shall be the sole property of the Government. Except for its own internal use, the WPI shall not publish or reproduce such data in whole or in part, or in manner or form, nor authorize others to do so, without the written consent of the Government until such time as the Government may have released such data to the public.

- c. The WPI agrees to grant and does hereby grant to the Government and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world (1) to publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all data not first produced under this agreement but which is incorporated in the work furnished under this agreement; and (2) to authorize others so to do.
- d. The WPI shall indemnify and save and hold harmless the Government, its officers, agents and employees acting within the scope of their official duties against any liability, costs and expenses, resulting from any willful or intentional violation by the WPI of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this agreement.
- e. Nothing contained in this clause shall imply a license to the Government under any patent to be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- f. Paragraphs c. and d. above are not applicable to material furnished to the WPI by the Government and incorporated into the work furnished under the agreement: Provided, such incorporated material is identified by the WPI at the time of delivery of such work.
- g. Whenever any subject data is to be obtained from a subcontractor under this agreement, the WPI shall use this same clause in the subcontract, without alteration, and no other clause shall be used to enlarge subcontractor's subject data.

XX. AUDIT

a. Examination of Costs

The WPI shall maintain, and the Contracting Officer or representatives of the Contracting Officer shall have the right to examine and audit, books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred in performing this project. This right of examination shall include inspection at all reasonable times of the WPI's plants, or parts of them, engaged in performing the agreement.

XXI. AVAILABILITY

The WPI shall make available at its office at all reasonable times the materials described in Section XX above, for examination, audit, or reproductions, until 3 years after final payment under this agreement. In addition, if this agreement is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

XXII. AUTHORIZATION

This Cooperative Agreement is entered into under the authority of 31 U.S.C. 6305 and 15 U.S.C. 2054(c).

ATTACHMENT A

AFFIDAVIT OF NONDISCLOSURE

I will not disclose to any person or persons, except in the course of my duties, or use for my personal benefit, any information or the contents of any materials obtained or received by me under Contract No. CPSC-A-01-1179 between the Consumer Product Safety Commission and myself.

I understand that any illegal use or disclosure of the information or materials contained under the contract will subject me to Title 18, United States Code, Section 641, which provides, in part, "Whoever.....steals.....or knowingly converts to his use or the use of another, or without authority, sells, conveys or disposes of any record.....or thing of value of the United States or any department or agency thereof.....shall be fined not more than \$10,000.00, or imprisoned not more than ten years, or both."

(Print Name)

(Date of Signature)

(Signature)